

## EXHIBIT A



## RETAIL INSTALLMENT CONTRACT



Dealer Number	Contract Number
Buyer (and Co-Buyer)—Name and Address (Include County and Zip Code)	Creditor (Seller Name and Address)
ILLINOIS GAS CO PO BOX 596 LAWRENCEVILLE IL 62439 RICHLAND	NICK ICKES PONTIAC BUICK GMC 528 WHITTLE AVE. OLNEY IL 62450

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

**Description of Vehicle.** You agree to buy and the Creditor agrees to sell the following vehicle:

New or Used	Year	Make and Model	Body Type	Vehicle Identification No.	Use for Which Purchased
NEW	2002	GMC YUKON	4 DR	1GKEK13252R191675	<input checked="" type="checkbox"/> personal <input type="checkbox"/> agricultural <input type="checkbox"/> business <input type="checkbox"/>

If truck—Describe body and major items of equipment sold:

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment.
0.00 %	\$ 0.00	\$ 32781.24	\$ 32781.24	\$ 37092.50

## Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due	Or as Follows:
36	910.59	Monthly beginning 01/06/2002	

**Late Charge.** If a payment is not paid in full within 10 days after it is due, you will pay a late charge of 5% of the amount of the payment that is late.

**Prepayment.** If you pay off all your debt early you may be entitled to a refund of part of the finance charge.

**Security Interest.** You are giving a security interest in the vehicle being purchased.

**Additional Information:** See the other side of this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and security interest.

## ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including any accessories, services, and taxes)	37092.50	(1)
2 Total Downpayment = Net Trade-in \$ 4500.00 + Cash Downpayment \$ 0.26		
+ Other (Describe) 1995 GMC YUKON	4500.26	(2)
Your Trade-in is a	32592.24	(3)
3 Unpaid Balance of Cash Price (1 minus 2)		
4 Other Charges including Amounts Paid to Others on Your Behalf: (Seller, holder, or their affiliates may be keeping part of these amounts.)		
A Cost of Required Physical Damage Insurance Paid to the Insurance Company Named Below—Covering Damage to the Vehicle	N/A	
B Cost of Optional Mechanical Repair Insurance Paid to the Insurance Company Named Below—Covering Certain Mechanical Repairs	N/A	
C Cost of Optional Credit Insurance for the Term of this Contract Paid to the Insurance Company or Companies Named Below. Life \$ N/A Disability, Accident and Health \$ N/A	N/A	
D Official Fees Paid to Government Agencies	N/A	
E Taxes Not Included in Cash Price	78.00	
F Government License and/or Registration Fees (Itemize) LICENSE FEE	65.00	
G Government Certificate of Title Fees		
H DOCUMENTARY FEE. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 1992, WAS \$40. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY FEE OF \$40 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.	46.00	
I Other Charges (Seller must identify who will receive payment and describe purpose)	N/A	
to _____ for _____	N/A	
to _____ for _____		
Total Other Charges and Amounts Paid to Others on Your Behalf	189.00	(4)
5 Amount Financed—Unpaid Balance (3 + 4)	32701.24	(5)

**Insurance.** If any insurance is checked below, the policies or certificates issued by the Companies named will describe the terms and conditions.

**Required Physical Damage Insurance.** Physical damage insurance is required, but you may obtain it from anyone you want who is acceptable to the Creditor. The cost of this insurance is shown in 4A of the Itemization above.

Insurance Company \_\_\_\_\_ Term: \_\_\_\_\_ months

☐ Deductible Collision and either:

**Optional Mechanical Repair Insurance.** The cost of this insurance is shown in 4B of the Itemization above.

Insurance Company \_\_\_\_\_ Term: ☐ 36 months or 36,000 miles, whichever occurs first

☐ \$ \_\_\_\_\_ Deductible Comprehensive including Fire, Theft and Combined Additional Coverage  
☐ Fire, Theft and Combined Additional Coverage  
Optional, if desired—☐ Towing and Labor costs ☐ Rental Reimbursement ☐ CB Radio Equipment  
Optional Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit and will not be provided unless you sign for them and agree to pay the additional cost. If you want this insurance, check the insurance desired and sign below. If you have chosen this insurance, the cost is shown in 4C of the itemization above.  
Check the insurance desired: ☐ Life (Buyer ☐ Co-Buyer ☐ Both ☐  
☐ Disability, Accident and Health (Buyer Only)

N/A

(Name of Insurer)

(Home Office Address)

Under policy of designated insurer, maximum amount of insurance under this contract is \$ \_\_\_\_\_, and the total amount of insurance under this and any other installment contract of the Buyer is limited to \$ \_\_\_\_\_.

APPROVAL: I DESIRE TO OBTAIN THE CREDIT INSURANCE CHECKED ABOVE FOR THE PERSON PROPOSED FOR INSURANCE.

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_ Co-Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

**NOTICE OF POSSIBLE REFUND OF CREDIT LIFE OR DISABILITY INSURANCE PREMIUM**

(1) IF YOU HAVE PURCHASED EITHER CREDIT LIFE OR CREDIT DISABILITY INSURANCE, OR BOTH, TO GUARANTEE PAYMENTS BEING MADE IN CASE OF YOUR DEATH OR DISABILITY, ON YOUR VEHICLE PURCHASED UNDER AN INSTALLMENT SALES CONTRACT, YOU MAY BE ENTITLED TO A PARTIAL REFUND OF YOUR PREMIUM IF YOU PAY OFF YOUR INSTALLMENT CONTRACT EARLY. (2) IN CASE OF EARLY COMPLETE PAYMENT OF YOUR CONTRACT, YOU SHOULD CONTACT THE SELLER OF YOUR CREDIT LIFE OR CREDIT DISABILITY INSURANCE TO SEE IF A REFUND IS DUE. IF YOUR VEHICLE DEALER FINANCED YOUR CONTRACT, THE SELLER OF YOUR CREDIT LIFE OR CREDIT DISABILITY INSURANCE IS YOUR VEHICLE DEALER.

See the other side of this contract for other, important agreements, including your agreement to give the Creditor a security interest in insurance premiums and proceeds.

**Notice to the buyer.**

1. Do not sign this agreement before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the agreement you sign. 3. Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the finance charge.

You signed this contract and received a copy on (Do not date on Sunday) \_\_\_\_\_ DECEMBER 6th 2001  
(Mo.) (Day) (Yr.)

**RETAIL INSTALLMENT CONTRACT**

Buyer Signs ILLINOIS GAS COMPANY BY CHIEF FINANCIAL OFFICER

**Co-Buyer**—A Co-Buyer is a person who agrees to be primarily responsible for paying the entire debt and who (1) actually receives the vehicle or (2) is a parent or spouse of the Buyer, or (3) will be listed as an owner on the vehicle's title. By signing below, (1) I confirm that I will actually receive possession of the vehicle or will use it, or that I am a parent or spouse of the Buyer, or that I will be listed as an owner on the vehicle's title; (2) I agree to be primarily obligated under this contract; and (3) I consent to the Creditor having a security interest in the vehicle.

Co-Buyer Signs \_\_\_\_\_

**Other Owner**—An Other Owner is a person whose name is on the title to the vehicle but who does not have to pay the debt. By signing below, I choose to be an Other Owner and consent to the Creditor having a security interest in the vehicle.

Other Owner signs here \_\_\_\_\_ Address \_\_\_\_\_

**Guarantor**—A Guarantor is a person who may be responsible for paying the entire debt if the Creditor cannot collect the amount owed from the Buyer and any Co-Buyer.

Guarantor Signs \_\_\_\_\_ Address \_\_\_\_\_

I hereby guarantee the collection of the above described amount upon failure of the seller named herein to collect said amount from the buyer named herein. I also consent to the Creditor having a security interest in the vehicle.

Creditor Signs NILAK LAKES FORD RENT A CAR By George P. [Signature] Title Gen. Mgr.

**NO PUBLIC LIABILITY INSURANCE ISSUED WITH THIS TRANSACTION**

## OTHER IMPORTANT AGREEMENTS

**Ownership and Risk of Loss.** You agree to pay the Creditor all you owe under this contract even if the vehicle is damaged, destroyed or missing. You agree not to remove the vehicle from the United States or Canada, or to sell, rent, lease or otherwise transfer any interest in the vehicle or this contract without the Creditor's written permission. You agree not to expose the vehicle to misuse, seizure, or confiscation, or other involuntary transfer, even if the vehicle was not the subject of judicial or administrative action. You will make sure the Creditor's security interest (lien) on the vehicle is shown on the title. If the Creditor pays any repair bills, storage bills, taxes, fines, or other charges on the vehicle, you agree to repay the amount when the Creditor asks for it.

**Security Interest.** You give the Creditor a security interest in (1) the vehicle being purchased, (2) any accessories, equipment and replacement parts installed in the vehicle, (3) any insurance premiums and charges for service contracts returned to the Creditor, (4) any proceeds of insurance policies or service contracts on the vehicle, and (5) any proceeds of insurance policies on your life or health which are financed in this contract. This secures payment of all amounts you owe in this contract and in any transfer, renewal, extension or assignment of this contract. It also secures your other agreements in this contract.

**Prepayment Refund.** You can prepay all of your debt and get a refund of part of the Finance Charge. The refund will be figured by the Rule of 78's if the term of this contract is 61 months or less. The refund will be figured by the Actuarial Method if the term of this contract is more than 61 months. The Creditor will subtract and keep \$25 from the Finance Charge before figuring the refund and then will subtract the refund from the total amount you owe. No refund will be paid to you if it is less than \$1.00.

**Required Physical Damage Insurance.** You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. Unless you provide the Creditor with evidence of the insurance coverage required by this contract, the Creditor may buy insurance at your expense to protect the Creditor's interests in your vehicle. This insurance may, but need not, protect your interests. The coverage that the Creditor buys may not pay any claim that you make or any claim that is made against you in connection with the vehicle. You may later cancel any insurance the Creditor buys, but only after providing the Creditor with evidence that you have obtained insurance as required by this contract. If the Creditor buys insurance for the vehicle, you will be responsible for the costs of that insurance, including interest and any other charges the Creditor may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

If the Creditor buys insurance for the vehicle, you must pay a finance charge on the premium of the higher of the Annual Percentage Rate shown on the front of this contract or the rate being charged by the Creditor when the insurance is purchased. You agree to pay the premium and the finance charge in equal installments with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that the Creditor may use any insurance settlement to reduce what you owe or repair the vehicle.

**Late Charge.** You will have to pay a late charge on each payment received by the Creditor more than ten days late. The charge is shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you can keep making payments after they are due. The Creditor may also take the steps set forth below if there is any late payment.

**Optional Insurance or Service Contracts.** This contract may contain charges for optional insurance or service contracts. If the vehicle is repossessed, you agree that the Creditor may claim benefits under these contracts and terminate them to obtain refunds for unearned charges.

**Insurance or Service Contract Charges Returned to Creditor.** If any charge for required insurance is returned to the Creditor, it may be credited to your account or used to buy similar insurance or insurance which covers only the Creditor's interest in the vehicle. Any refund on optional insurance or service contracts obtained by the Creditor will be credited to your account.

Credits to your account will include both the amounts received by the Creditor and the unearned Finance Charges on those amounts. These credits will be applied to as many of your instalments as they will cover, beginning with the final instalment. You will be notified of what is done.

**Required Repayment in Full Before the Scheduled Date.** If you fail to pay any payment according to the payment schedule; if a proceeding in bankruptcy, receivership or insolvency is started by you or against you or your property; or if you break any of the agreements in this contract (default), the Creditor may be able to demand that you pay all you owe on this contract at once. In figuring what you owe, the Creditor will give you a refund of part of the Finance Charge figured the same as if you had prepaid in full.

**Repossession of the Vehicle for Failure to Pay.** Repossession means that, if you fail to pay according to the payment schedule or if you break any of the agreements in this contract (default), the Creditor can take the vehicle from you. To take the vehicle the Creditor can enter your property, or the property where it is stored, so long as it is done peacefully. If there is any personal property in the vehicle, such as clothing, the Creditor can store it for you. Any accessories, equipment or replacement parts will remain with the vehicle.

**Getting the Vehicle Back After Repossession.** If the Creditor repossesses the vehicle, you have the right to reinstate the contract and recover the vehicle (redeem) by paying the entire amount you owe on the contract (not just past due payments) plus any late charges, the cost of taking and storing the vehicle and other expenses that the Seller or the Creditor has had. In figuring the entire amount you owe on the contract, the Creditor will give you a refund for part of the finance charge figured the same as if you had prepaid your contract. You must also cure any default in addition to nonpayment of what you owe. Your right to redeem will end when the vehicle is sold.

If at the time of a repossession you have paid an amount equal to 30% of the total sale price, you have the right to redeem by paying to the Creditor within 21 days all past due payments, plus any reasonable costs and fees that the Seller or Creditor has had in retaking the vehicle. You must also cure any default in addition to nonpayment of what you owe. By law, you have the right to redeem the vehicle in this manner only once.

**Sale of the Repossessed Vehicle.** The Creditor will send you a written notice of sale before selling the vehicle. If you do not redeem the vehicle by the date on the notice, the Creditor can sell it. The Creditor will use the net proceeds of the sale to pay all or part of your debt.

The net proceeds of sale will be figured this way: Any late charges and any charges for taking and storing the vehicle, clearing and advertising etc., and any attorney fees and court costs will be subtracted from the selling price.

If you owe the Creditor less than the net proceeds of sale, the Creditor will pay you the difference, unless required to pay it to someone else. For example, the Creditor may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, you will pay the Creditor the difference between the net proceeds of sale and what you owe when the Creditor asks for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate until you do pay all you owe to the Creditor.

**Collection Costs.** If the Creditor hires an attorney to collect what you owe, you will pay the attorney's reasonable fee. If a judgment is entered against you, you will pay any court costs the court awards the Creditor.

**Delay in Enforcing Rights and Changes of this Contract.** The Creditor can delay or refrain from enforcing any of its rights under this contract without losing them. For example, the Creditor can extend the time for making some payments without extending others. Any change in terms of this contract must be in writing and signed by the Creditor. No oral changes are binding. If any part of this contract is not valid, all other parts will remain enforceable.

**Warranties Seller Disclaims.** You understand that the Seller is not offering any warranties and that there are no implied warranties of merchantability, of fitness for a particular purpose, or any other warranties, express or implied by the Seller, covering the vehicle unless the Seller extends a written warranty or service contract within 90 days from the date of this contract.

An implied warranty of merchantability generally means that the vehicle is fit for the ordinary purpose for which such vehicles are generally used. A warranty of fitness for a particular purpose is a warranty that may arise when the Seller has reason to know the particular purpose for which you require the vehicle and you rely on the Seller's skill or judgment to furnish a suitable vehicle.

This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer, or which may be required by state law.

**Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

**Notice of Substitution of Contract.** If Seller obtained this vehicle from General Motors Corporation (GM) on installment credit terms, this contract will be substituted by Seller for and replace the Seller's obligation to pay GM for the vehicle you are purchasing. This substitution will not change the amount you have agreed to pay the Seller, the payment schedule, the finance charge or any of your rights and duties for this purchase. The terms of this contract set forth your entire and only obligation to Seller, GM, or any other holder of this contract.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**